

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2014 - 241**

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO PROMINENT SYSTEMS, INC., FOR THE NORTH BAY REGIONAL WATER TREATMENT PLANT REPLACEMENT OF MEDIA IN FILTER #3**

**WHEREAS**, the bid opening for the North Bay Regional Water Treatment Plant Replacement of Media in Filter #3 took place on October 14, 2014; and

**WHEREAS**, the apparent low bidder was Prominent Systems, Inc., in the amount of \$219,653.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The plans and specifications for the North Bay Regional Water Treatment Plant Replacement of Media in Filter #3 are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Prominent Systems, Inc., for the North Bay Regional Water Treatment Plant Replacement of Media in Filter #3 in the amount of \$219,653.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

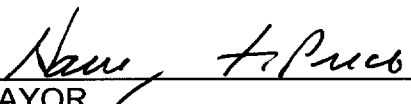
**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: NONE

  
MAYOR

ATTEST:

  
CITY CLERK  
pw

## **ARTICLES OF AGREEMENT**

THIS AGREEMENT, made on the 8<sup>th</sup> day of December, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and PROMINENT SYSTEMS, INC. party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### **I. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **REPLACEMENT OF MEDIA IN FILTER #3 NORTH BAY REGIONAL WATER TREATMENT PLANT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a. Advertisement for Bids

b. The Accepted Bid, dated October 13, 2014

c. Instructions to Bidders

d. Specifications consisting of:

- 1) Specific Provisions.
- 2) Special Provisions.
- 3) General Provisions.

e. Performance Bond, dated 11/24, 2014.

f. Labor and Material Bond, dated 11/24, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. Work shall be completed within the times given in Section 01010 Summary of Work.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" an amount equal to Five Hundred Dollars (\$500) for each day of delay in the completion of work.

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Remove and dispose of existing Filter Media in Filter #3	LS	1	\$19,650	\$19,650
2	Remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #3	LS	1	\$8,275	\$8,275
3	Furnish and Install new sand and GAC Filter Media In Filter #3 Filter Media in Filter #3	LS	1	\$191,728	\$191,728
<b>Total Bid Price:</b>				\$219,653	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Contract. This Contract shall be voidable at the option of the City if this provision is violated.

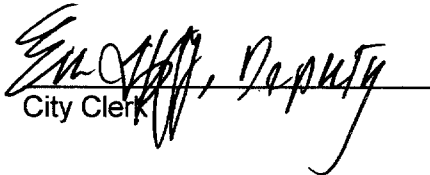
V. WORKERS' COMPENSATION

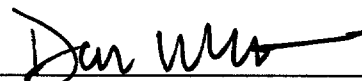
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

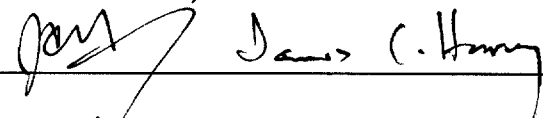
WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *cont*

PROMINENT SYSTEMS, INC.

By:   
*Account manager*  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A  
b. Number: 912647  
c. Expiration Date: 3/31/2016  
FEI Number: 10-0004324

PERFORMANCE BOND

Bond No.: PB 115104 00376  
Premium: \$4,394.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_

Prominent Systems, Inc. - 13095 E. Temple Ave., Industry, CA 91746

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

Two Hundred Nineteen Thousand Six Hundred Fifty Three Dollars and 00/100s

Dollars (\$ 219,653.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 24, 2014

"Contractor"

Prominent Systems, Inc.

By: [Signature]  
Title Account manager

By: [Signature]  
Title GM

(Seal)



"Surety"

Philadelphia Indemnity Insurance Company

By: [Signature]  
Title Matthew J. Coats, Attorney in Fact

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

**Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

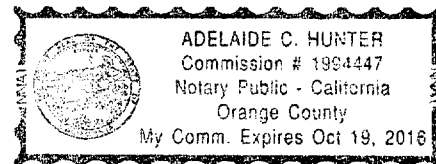
On NOV 24 2014 before me, Adelaide C. Hunter, Notary Public  
(insert name and title of the officer)

personally appeared Matthew J. Coats,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the  
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Hunter





**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

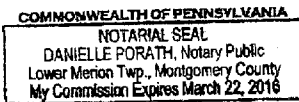
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24<sup>th</sup> day of November, 2014.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**PAYMENT BOND  
(LABOR AND MATERIALS)**

Bond No.: PB 115104 00376

Premium: Included with Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_

Prominent Systems, Inc. - 13095 E. Temple Ave., Industry, CA 91746

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

Two Hundred Nineteen Thousand Six Hundred Fifty Three Dollars and 00/100s

Dollars (\$ 219,653.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 24, 2014

"Contractor"

Prominent Systems, Inc.

By: [Signature]  
Title Account Manager

By: [Signature]  
Title GM

(Seal)



"Surety"

Philadelphia Indemnity Insurance Company

By: [Signature]  
Title Matthew J. Coats, Attorney in Fact

By: \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

**Note:** This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

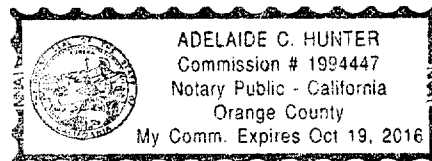
On NOV 24 2014 before me, Adelaide C. Hunter, Notary Public  
(insert name and title of the officer)

personally appeared Matthew J. Coats,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the  
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Hunter



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

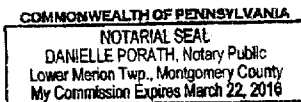
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>th</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24<sup>th</sup> day of November, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact**

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On this 1st day of December, in the year 2014, before me, the undersigned Notary Public in and for said state, personally appeared James Harvey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of Prominent Systems, Inc acknowledged to me that he/she subscribed the name of thereto as principal and his/her own name as Attorney-in-Fact.



(SEAL)

[Signature]  
Notary Public in and for the  
County of Los Angeles  
State of California

My Commission Expires April 17, 2015

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**PROPOSAL**

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within the time stated in the Instructions to Bidders execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute A) removal of existing Sand and Granular Activated Carbon Media in Filter #3 per the schedule shown in Section 01010, B) replacement with new SAND and Granular Activated Carbon Media per the schedule shown in Section 01010, and remove existing nozzles, and replace with new OWNER FURNISHED filter nozzles in Filter #3.

Bids are to be submitted for Removal and Replacement of SAND and GRANULAR ACTIVATED CARBON in Filter #3, and remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #3 per the Contract Documents.

The amount of the bid for comparison purposes will be total amount of bid for this bid item.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual

amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

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Addendum No. 2

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**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Remove and dispose of existing Filter Media in Filter #3	LS	1	\$19,650.00	\$19,650.00
2	Remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #3	LS	1	\$8,275.00	\$8,275.00
3	Furnish and Install new sand and GAC Filter Media in Filter #3	LS	1	\$191,728.00	\$191,728.00
<b>Total Bid Price:</b>				\$219,653.00	

ATTACH TO THIS BID a list of three (3) projects completed by the Contractor during the last five (5) years involving work of similar type and complexity. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address, and telephone number of architect or engineer.
- Name of owner's project engineer.

To be considered for award, the CONTRACTOR shall have completed at least three projects of similar type and complexity and comparable value.

This project consists of removal and replacement with new sand and granular activated carbon filter media; and remove existing nozzles, and replace with new owner FURNISHED filter nozzles in Filter #3 at the North Bay Regional Water Treatment Plant, owned by the Cities of Fairfield and Vacaville, CA.

	13095 E. Temple Avenue City of Industry, CA 91746 PHONE: 626-858-1888 FACSIMILE: 626-628-3716 <a href="http://www.PROMINENTINC.COM">www.PROMINENTINC.COM</a>	DOC NUMBER: 101014CF	REFERENCES
		RELEASE DATE: 10/10/14	

### PROMINENT SYSTEMS, INC. FILTRATION MEDIA REFERENCES

City of Chandler, AZ.

1475 E. Pecos Road.

Chandler, AZ 85286

Filter Media Replacement

Description: Remove approximately 250 tons of wet GAC from open bay filters and fill with mixed media, including scraping and backwashing of media. (60mgd drinking water plant)

Contract Amount: \$139,000.00

Date Completed: May 28, 2011

Contact: Vickie Sharp

1475 E. Pecos Road.

Chandler, AZ 85286

Phone: (480)782-3628

Town of Gilbert, AZ

50E. Civic Center Drive

Gilbert, AZ 85296

Filter Media Replacement

Prominent Systems provided 190,000 lbs of Virgin Coal Base Carbon and 78,000 lbs of Filter Sand for Town of Gilbert North Water Treatment Plant Filter Media Replacement Project.

Contract Amounts: \$252,854.75

Date Completed: 5/22/2013

Contact: Jason Kerby

50E. Civic Center Drive

Gilbert, AZ 85296

Phone: (480) 509-6198

Las Virgenes Municipal Water District

4232 Las Virgenes Road

Calabasas, CA

(818)251-2100

Filter Media Replacement

Anthracite and Gravel Filter Media Change Out Service in Open Bay Filters WWTP

GAC Filter Media Change Outs – Pumping Stations and WWTP GAC Towers

Contract Amounts: \$110,912

Date Completed: 8/8/11

Contact: Mike Varbel

4232 Las Virgenes Road

Calabasas, CA

Phone: (818) 251-2313

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Subcontractor License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

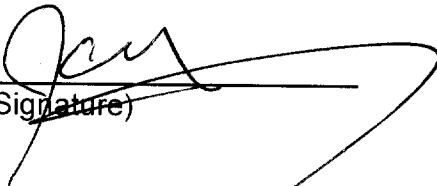
Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

James Harvey

James Harvey, being first duly sworn, deposes and says that he or she is Acct. Mgr. Prominent Systems, Inc. the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/13/14   
(Date) (Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

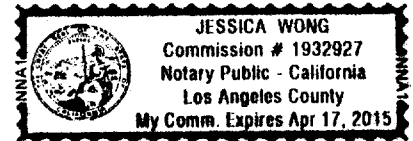
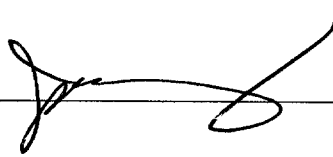
**Jurat**

State of California,  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13<sup>th</sup> day of October, 2014,  
by Jessica Wong, Notary Public, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

WITNESS my hand and official seal.

Signature of Notary \_\_\_\_\_



## ACKNOWLEDGMENT

State of California  
County of Los Angeles

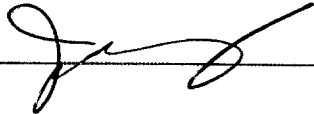
On October 13, 2014 before me, Jessica Wong, Notary Public  
(insert name and title of the officer)

personally appeared James Harvey  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he she/they executed the same in  
his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

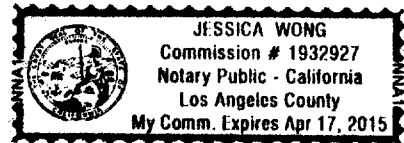
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
 Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
 Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*  
 Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Prominent Systems, Inc
ADDRESS	13095 E. Temple Ave
CITY, STATE, ZIP	City of Industry, CA 91746

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	10 0004324
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD



Prominent Systems, Inc

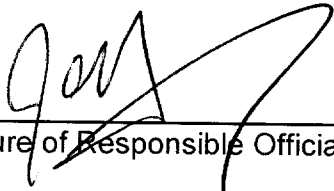
Name of Firm

13095 E. Temple Ave, City of Industry, CA 91746

Business Address

(626) 858-1888

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class:

A

b. Number: 912647

c. Expiration Date: 3/31/16



FEI Number: 10 0004324

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Ky Tran - President

Widya Sari - Secretary & Treasurer

## INSURANCE BROKER CERTIFICATION OF COMPLIANCE WITH INSURANCE AND BOND REQUIREMENTS

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER: Coats Surety Insurance Services, Inc.

ADDRESS OF INSURANCE BROKER: 23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653

TELEPHONE, FAX, AND E-MAIL ADDRESS OF INSURANCE BROKER: \_\_\_\_\_

phone: (949)457-1060; fax: (949)457-1070; email: linda@coatssurety.com

The following certification applies to the coverages marked below:

- ~~General Liability~~
- ~~Excess/Umbrella Liability~~
- ~~Automobile Liability~~
- ~~Workers' Compensation~~
- ~~Builders' Risk/Course of Construction~~
- Bidder's Bond
- Payment Bond
- Warranty Bond


I have read the General Conditions, specifically Articles 5, regarding bonding and insurance coverages. Insurance conditions are also listed in the Notice to Bidders, item 10; Instructions to Bidders, Articles 5 and 25; and the Bid Form. I attest that the bidder is capable of complying with the coverage requirements of Article 5, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in the General Conditions should bidder be awarded the contract.

A simple insurance certificate and required endorsements are attached documenting the coverages currently in place. Deductibles and self insured retentions must be stated for each coverage.


Exceptions to the insurance requirements may be indicated below. Specifically list the Article section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the bidder is awarded the contract, in accordance with the Bid Form. I further acknowledge that the bidder will forfeit the Bidder's security or bond should the insurance requirements not be complied as set forth in the bid documents.

 10/09/2014  
\_\_\_\_\_  
Broker Signature and Date Linda D.. Coats

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.

 10/13/14  
\_\_\_\_\_  
Bidder Signature and Date

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On October 20 2014 before me, Summer L. Reyes, Notary Public  
(insert name and title of the officer)

personally appeared Linda D. Coats  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Summer L. Reyes



**CITY OF FAIRFIELD  
STATE OF CALIFORNIA  
PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEMS**

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal," indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the Bidder to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER'S decision shall be final.
3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including ENGINEER'S and OWNER'S review costs and costs of redesign and changes to contemplated WORK necessary to integrate the proposed substitution into the WORK.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to provide a substitution of "an equal" item, the CONTRACTOR shall list the substitution on the LIST OF PROPOSED SUBSTITUTIONS in the Bid Form and make written application to the ENGINEER on the "Substitution Request Form" within 14 days following submission of the Bid.
2. Wherever a proposed substitution item is not listed in the LIST OF PROPOSED SUBSTITUTIONS, has not been submitted within said 14 day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
3. The CONTRACTOR shall certify by signing the Form that the list of paragraphs on the Form are correct for the proposed substitution.

4. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.

5. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."

6. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned by the substitution if it is accepted.

C. The CONTRACTOR'S application shall address the following factors, which will be considered by the ENGINEER in evaluating the proposed substitution:

1. Whether evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR'S achievement of Substantial Completion on time.

2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.

3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.

4. Whether all variations of the proposed substitution from the items originally specified are identified.

5. Availability of maintenance, repair, and replacement service.

6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.

7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.

D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

**CITY OF FAIRFIELD  
STATE OF CALIFORNIA**

**LIST OF PROPOSED SUBSTITUTIONS**

**REPLACEMENT OF MEDIA IN FILTER #3  
NORTH BAY REGIONAL WATER TREATMENT PLANT**

The Bidder proposes the following substitute or "or equal" products identified below:

Specification Section and Paragraph	Substitute Equipment/Material	Substitute Manufacturer (List Only One for Each Equipment or Material)
11427 - 2.2 H	Granular Activated Carbon	Prominent Systems, Inc
11428 - 2.2 E	Sand Media	<del>PS - CL016</del> Kleen Industrial Services Filter Sand

## PS-CL816 COAL GAC Granular Activated Carbon

### PROMINENT SYSTEMS

13095 E. Temple Avenue  
City of Industry, CA 91746

This activated carbon is made from selected grade of bituminous coal for portable water treatment applications. This type can be utilized for the promotion of oxidation and is mainly used for purification of well water, remove chlorine & chloramines, Industrial water treatment, ground water treatment, and decolorizing. This Coal Base Activated Carbon meets NSF-61 for treatment of potable water and all municipal water treatment use.

<b>Carbon Type</b>	<b>PS816 (Coal)</b>
<b>U.S. Sieve Size</b>	<b>8 x 16 U.S. MESH (1.4-1.6 mm)</b>
<b>Apparent Density (ASTM 2864)</b>	<b>0.45-0.55 g/cc</b>
<b>Specific Surface Area (N2 Bet Method)</b>	<b>950-1050 m<sup>2</sup>/gm</b>
<b>Uniformity Coefficient</b>	<b>1.4</b>
<b>Ash Content (ASTM 2866)</b>	<b>8% Max</b>
<b>Percent Phosphate</b>	<b>0.10% (water soluble)</b>
<b>Moisture as packed</b>	<b>2% Max</b>
<b>Abrasion Number</b>	<b>75 Min</b>
<b>Hardness (ASTM 3802)</b>	<b>90.0% Minimum</b>
<b>Iodine Number</b>	<b>900 mg/gm</b>
<b>Bulk Density</b>	<b>27.5-29 lb/ft<sup>3</sup></b>

**Standard Packaging:** 55 lb. & 28lb. Polypropylene bags, 200 lb. fiber drums and 1,000 lb. super sacks are available.

**Safety Notice:** Wet Activated Carbon depletes Oxygen and creates a severe safety hazard for people working in confined spaces such as inside filters.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Prominent Systems makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Prominent Systems assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.



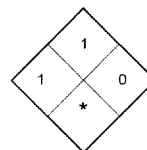


# MATERIAL SAFETY DATA SHEET

MSDS No. 001  
Revision Date: October 2009  
Revision No. 03

## Prominent Systems Activated Carbons

NFPA HAZARD SYMBOL\*



4-Extreme  
3-High  
2-Moderate  
1-Slight  
0-Insignificant  
\*-See Section 16 for

Special Hazards

## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

### Prominent Systems, Inc.

Names used on product labels:

PS/PSC GAC (Included all grades produced from Bituminous/Coconut Shell GAC)  
PAC (Included all grades produced from Bituminous/Coconut Shell/Lignite/Wood )

Chemical Name • Activated Carbon  
Product Use • Liquid and vapor applications (purification, decolorization, separation, and deodorization)

## 2. COMPOSITION / INFORMATION ON INGREDIENTS

IDENTITY	CAS NO.	%
Activated Carbon	7440-44-0	100

## 3. HAZARDS IDENTIFICATION

### EMERGENCY OVERVIEW:

Odorless black granules or powder. **Activated carbon (especially when wet) can deplete oxygen from air in enclosed spaces, and dangerously low levels of oxygen may result.** When workers enter a vessel containing activated carbon, follow procedures for potentially low oxygen. Workers should also take appropriate precautions when dealing with spent (used) activated carbons which may exhibit properties of adsorbed materials.

### POTENTIAL HEALTH EFFECTS:

Medical conditions aggravated by exposure: None documented

### Routes of Exposure:

Eyes: • Not corrosive, but like most particulate materials, may cause mild physical irritation.  
Skin: • Not corrosive and not a primary skin irritant. Mild irritation is possible due to abrasive action of dust.  
Ingestion: • No known deleterious effects.  
Inhalation: • Possible mild irritation of respiratory tract due to drying and abrasive actions of dust.

Chronic Effects: • IARC: Not listed • NTP: Not listed • OSHA: Not regulated

For additional information, see Section 16.

## 4. FIRST AID MEASURES

Skin: • Wash material off the skin with soap and water. Seek medical attention if irritation occurs.  
Eyes: • Flush with copious amounts of water. Seek medical attention if irritation occurs.  
Ingestion: • Give one or two glasses of water to drink. Seek medical attention if gastrointestinal symptoms develop.  
Inhalation: • Remove to fresh air. Seek medical attention if cough or respiratory symptoms develop.

+ Reprinted with permission from NFPA 704, Identification of the Fire Hazards of Materials, Copyright ©1992, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

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## 5. FIRE FIGHTING MEASURES

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- |                            |  |
|----------------------------|--|
| Flashpoint                 | • Not Applicable.                            |
| Non-flammable              | • 16CFR1500.44.                              |
| Not Self Heating           | • UN Manual of Tests and Criteria, Test N.3. |
| Flammability Limits in Air | • LFL and UFL Not Applicable.                |

### GENERAL HAZARD:

Activated carbon is difficult to ignite and tends to burn slowly (smolder) without producing smoke or flame. Toxic gases will form upon combustion.

### FIRE FIGHTING INSTRUCTIONS:

If possible to do safely, move smoldering activated carbon to a non-hazardous area, preferably out of doors. Extinguish fire using water fog, fine water spray, carbon dioxide or foam. Avoid stirring up dust clouds.

### FIRE FIGHTING EQUIPMENT:

Fire fighting personnel should wear full protective equipment, including self-contained breathing apparatus (SCBA) for all inside fires and large outdoor fires.

### HAZARDOUS COMBUSTION PRODUCTS:

Combustion products may include smoke and oxides of carbon (for example, carbon monoxide). Materials allowed to smolder for long periods in enclosed spaces, may produce amounts of carbon monoxide which reach the lower explosive limit (carbon monoxide LEL = 12.5% in air). Under certain conditions, any airborne dust may be an explosion hazard. Used activated carbon may produce additional combustion products.

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## 6. ACCIDENTAL RELEASE MEASURES

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### IF A SPILL OR LEAK OCCURS:

Clean up spills in a manner that does not disperse dust into the air. Handle in accordance with good industrial hygiene and safety practices. These practices include avoiding unnecessary exposure, and removal of material from eyes, skin, and clothing.

### DISPOSAL METHOD:

Spent granular activated carbon may be recyclable. Dispose of virgin (unused) carbon (waste or spillage) in a facility permitted for non-hazardous wastes. Spent (used) carbon should be disposed of in accordance with applicable laws.

### CONTAINER DISPOSAL:

Do not reuse empty bags. Dispose of in facility permitted for non-hazardous wastes.

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## 7. HANDLING AND STORAGE

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- |                      |   |
|----------------------|---|
| Storage Temperature: | • Ambient   |
| Storage Pressure:    | • Atmospheric   |
| Handling:            | <ul style="list-style-type: none"><li>• Follow good handling and housekeeping practices to minimize spills, generation of airborne dusts, and accumulation of dusts on exposed surfaces.</li><li>• Use with adequate exhaust ventilation to draw dust away from workers' breathing zones.</li><li>• Prevent or minimize exposures to dusts by using appropriate personal protection equipment.</li><li>• Wash exposed skin areas thoroughly with soap and water after handling.</li></ul> |
| Storage:             | • Store product in a closed dry container. Maintain good housekeeping. Store away from strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc.  |

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

- Engineering Controls: • Use local exhaust ventilation to control emissions near the source. Ventilation systems should be sized and configured to prevent exceedence of recommended or regulated exposure limits (for example, OSHA PELs).
- Eye Protection: • Safety glasses with side shields are recommended for any type of handling. Where eye contact or dusty conditions may be likely, dust tight goggles are recommended. Have eye flushing equipment available.
- Skin Protection: • Avoid contact with the skin. Wear appropriate dust resistant clothing. Wash contaminated clothing and clean protective equipment before reuse. Wash skin thoroughly after handling.
- Respiratory Protection: • Use NIOSH/MSHA approved respiratory protection equipment appropriate to the material and/or its concentration where airborne exposure is likely. If exposures cannot be kept to a minimum with engineering controls, consult respirator manufacturer to determine appropriate type equipment for a given application. Observe respirator use limitations specified by NIOSH/MSHA or the manufacturer.

Airborne Exposure Guidelines:

Recommended Exposure Limits 8-hr TWA	Activated Carbon
Total Dust	10 mg/m <sup>3</sup> *
Respirable Fraction	3 mg/m <sup>3</sup> *

\*OSHA and ACGIH have not established specific exposure limits for this material. The recommended exposure limits for these activated carbon products are base on the Threshold Limit Values adopted by ACGIH for Particulates (insoluble) Not Otherwise Classified. The OSHA PEL for Nuisance Dust is 15 mg/m<sup>3</sup> (5 mg/m<sup>3</sup> respirable fraction).

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point, C:	• NA	Freezing Point, C:	• NA
Bulk Density - Granular Grades	• 28-34 lbs/ft <sup>3</sup>	% Volatiles	• NA
Bulk Density - Powder Grades	• 15-35 lbs/ft <sup>3</sup>	Solubility in Water	• Insoluble
Vapor Pressure	• NA	Appearance and Odor	• Black granules or powder with no odor
Vapor Density	• NA		
Evaporation Rate	• NA		

NA - Not applicable

## 10. STABILITY AND REACTIVITY DATA

- Stability: • This product is stable under the specified conditions of storage, shipment and use.
- Incompatibility: • Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. may result in rapid combustion. Avoid contact with strong acids.
- Hazardous Decomposition Products: • Oxides of Carbon
- Hazardous Polymerization: • Does not occur.

## 11. TOXICOLOGICAL INFORMATION

This material is non-toxic in its original state. Used activated carbon may exhibit characteristics of the adsorbed material.

## 12. ECOLOGICAL INFORMATION

This material, in its original state, is not harmful to the environment. Used activated carbon may exhibit characteristics of the adsorbed material.

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### 13. DISPOSAL CONSIDERATIONS

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Activated carbon, in its original state, is not a hazardous material or hazardous waste. Follow applicable governmental regulations for waste disposal.

Used activated carbon may become classified as a hazardous waste depending upon the application. Follow applicable regulations for disposal.

Disposal/ Recycling (reactivation) may be a viable alternative to disposal. Contact Prominent Systems for information.

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### 14. TRANSPORT INFORMATION

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DOT (Department of Transportation)

Proper Shipping Name:	• Activated carbon (Not DOT Regulated).
Hazard Class:	• Not applicable.
UN/NA Number:	• Not applicable.
Packing Group:	• Not applicable.
Freight Classification:	• STCC Code - #2899643 NMFC #040560

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### 15. REGULATORY INFORMATION

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#### **FEDERAL REGULATIONS:**

OSHA Hazard Communication Standard, 29CFR1910.1200:	• See "Particulates not otherwise regulated," in Table Z-1, of 29CFR1910.1000, "Limits For Air Contaminates".
CERCLA/SUPERFUND, 40CFR117, 302:	• Notification of spills of this material is not required.
SARA/SUPERFUND:	• Amendments and Reauthorization Act of 1986 (Title III), Sections 302, and 313.
	• SECTION 302 - EXTREMELY HAZARDOUS SUBSTANCES (40CFR355): This product is not listed as an extremely hazardous substance.
	• SECTION 313 - LIST OF TOXIC CHEMICALS: This product is not listed.
Toxic Substances Control Act, 40CFR710:	• Activated carbon is on the inventory list.
Resource Conservation and Recovery Act:	• This product, in its original state, does not meet the criteria of hazardous waste.

#### **STATE REGULATIONS:**

California Occupational Safety and Health:	• Not listed.
Massachusetts Substance List:	• Not listed.
New Jersey Right-to-Know:	• Not listed.
Pennsylvania Right-to-Know:	• Not listed.

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### 16. OTHER INFORMATION

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Activated carbon can be safely stored in any normal storage area, but away from sources of direct heat.

**WARNING: Activated carbon (especially when wet) can deplete oxygen from the air, and dangerously low levels of oxygen may result.** When workers enter a vessel containing activated carbon, procedures for potentially low oxygen areas should be followed.

#### **REVISION SUMMARY:**

REV 01: New format  
REV 02: Added powder product  
REV 03: Minor format changes

The information herein is given in good faith but no warranty, expressed or implied, is made.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 13, 2014** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=C0005634&Standard=061&>

### NSF/ANSI 61 Drinking Water System Components - Health Effects

**NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#).**

#### Prominent Systems, Inc.

13095 East Temple Avenue  
City of Industry, CA 91746  
United States  
626-858-1888

**Facility :** Bandar Lampung, Indonesia

#### Process Media

Trade Designation	Size	Water Contact Temp	Water Contact Material
<b>Granular Activated Carbon[1]</b>			
GAC 12x20[2]	12 x 20 mesh	CLD 23	GAC
GAC 12x30[2]	12 x 30 mesh	CLD 23	GAC
GAC 12x30AW[2]	12 x 30 mesh	CLD 23	GAC
GAC 12x40[2]	12 x 40 mesh	CLD 23	GAC
GAC 12x40AW[2]	12 x 40 mesh	CLD 23	GAC
GAC 14x20[2]	14 x 20 mesh	CLD 23	GAC
GAC 18x40[2]	18 x 40 mesh	CLD 23	GAC
GAC 18x40AW[2]	18 x 40 mesh	CLD 23	GAC
GAC 20x50[2]	20 x 50 mesh	CLD 23	GAC
GAC 20x50AW[2]	20 x 50 mesh	CLD 23	GAC
GAC 30x60[2]	30 x 60 mesh	CLD 23	GAC

GAC 30x60AW[2]	30 x 60 mesh	CLD 23	GAC
GAC 80x140[2]	80 x 140 mesh	CLD 23	GAC
GAC 80x140AW[2]	80 x 140 mesh	CLD 23	GAC
GAC 8x16[2]	8 x 16 mesh	CLD 23	GAC
GAC 8x16AW[2]	8 x 16 mesh	CLD 23	GAC
GAC 8x20[2]	8 x 20 mesh	CLD 23	GAC
GAC 8x30[2]	8 x 30 mesh	CLD 23	GAC
GAC 8x30AW[2]	8 x 30 mesh	CLD 23	GAC
GC 12x30AW[3]	12 x 30 mesh	CLD 23	GAC
GC 12x40AW[3]	12 x 40 mesh	CLD 23	GAC
GC 20x50AW[3]	20 x 50 mesh	CLD 23	GAC
GC 8x16AW[3]	8 x 16 mesh	CLD 23	GAC
GC 8x20AW[3]	8 x 20 mesh	CLD 23	GAC
GC 8x30AW[3]	8 x 30 mesh	CLD 23	GAC
PS-GAC[5]	[6]	CLD 23	GAC

[1] Only products bearing the NSF Mark are Certified.

[2] The carbon source is coconut shell.

[3] The carbon source is coal.

[5] The carbon source is bituminous or lignite coal.

[6] Certified for the mesh sizes as follows: 8 x 16, 8 x 20, 8 x 30, 12 x 20, 12 x 30, 12 x 40, 18 x 40, 20 x 50, and 30 x 60.

#### **Powdered Activated Carbon[1]**

PAC Coconut -200[2] [4]	200 mesh	CLD 23	PAC
PAC Coconut -325[2] [4]	325 mesh	CLD 23	PAC
PAC Coconut 80x325[2] [4]	80 x 325 mesh	CLD 23	PAC
PSB-BITUMINOUS OR PSL-LIGNITE[4] [5]	[7]	CLD 23	PAC

[1] Only products bearing the NSF Mark are Certified.

[2] The carbon source is coconut shell.

[4] This product is Certified for a maximum use level of 250 mg/L.

[5] The carbon source is bituminous or lignite coal.

[7] Certified for the mesh sizes as follows: -200, -325, 80 x 140, and 80 x 325.

NOTE: Certified for water treatment plant applications.

This product has not been evaluated for point of use applications.

Number of matching Manufacturers is 1

Number of matching Products is 30

Processing time was 0 seconds

**FILTER SAND MEDIA ANALYSIS**

**Report Prepared for:**  
Kleen Industrial Services  
50 Oak Ct. Suite 210  
Danville, CA 94526

**August 28, 2014**

**Micro-Chem Laboratories Job No. C-8765-14**

## MICRO-CHEM LABORATORIES

635 Bret Harte Drive • P.O. Box 485 • Murphys, CA • 95247 • (209) 728-8200 • FAX 209-728-8251 • www.micro-chem.com

August 28, 2014

Kleen Industrial Services  
50 Oak Ct., Suite 210  
Danville, CA 94526

Job No. C-8765-14

**Attn:** Mr. Fionn O'Neill  
**Re:** Filter Media Analysis

In response to your request, two samples of filter sand were received for laboratory testing. The samples were tested for gradation, uniformity coefficient, effective size, and apparent specific gravity.

### Test Methods

The sand samples were tested for gradation according to ASTM C136-06, "Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates." The samples were tested for effective size and uniformity coefficient according to AWWA B100-01, "AWWA Standard for Filtering Material." Apparent specific gravity was determined according to ASTM C188-95, "Standard Test Method for Density of Hydraulic Cement."

### Sample Descriptions

The following filter sands were received.

Micro-Chem Sample No.	Mass kg	Description
I	9.5	Fine Sand Aggregate

Kleen Industrial Services  
Job No. C-8765-14  
August 28, 2014



### **Test Results**

The results of the sieve analysis, uniformity coefficient, effective size, and apparent specific gravity are presented in below.

Respectfully submitted,

**MICRO-CHEM LABORATORIES**

Robert C. O'Neill, P.G.

Senior Petrographer

Kleen Industrial Services

Job No. C-8765-14

August 28, 2014

**Sample Disposition:** The samples will be stored for a period of one month and thereafter discarded. Charges for additional sample storage time and/or shipping of the samples will be billed to the client.

## FILTER MEDIA TEST RESULTS

### COMPOSITE TYPICAL

Silica (%)	SiO <sub>2</sub>	98.20
Alumina Oxide	Al <sub>2</sub> O <sub>3</sub>	1.07
Iron Oxide	Fe <sub>2</sub> O <sub>3</sub>	0.11
Sodium Oxide	Na <sub>2</sub> O	0.13
Potassium Oxide	K <sub>2</sub> O	0.16
Calcium Oxide	CaO	0.02
Magnesium Oxide	MgO	0.09
Titanium Oxide	TiO <sub>2</sub>	0.03
Manganese Oxide	MnO	0.04
Barium Oxide	BaO	0.02
Sphericity		0.73
Roundness		0.35
Absorption (%)		1.00
Acid Solubility		0.30
Specific Gravity		2.65
Bulk Density (lbs/ft <sup>3</sup> )		95.0
MOH Hardness		7

### SIEVE ANALYSIS

<u>Sieve Size</u>	<u>Sieve Size in <math>\mu</math>m</u>	<u>Cumulative % Passing</u>
No. 16	1180	100
No. 18	1000	84.3
No. 20	850	55.0
No. 25	710	23.3
No. 30	600	9.6
No. 35	500	2.5
No. 40	425	0.9
No. 45	355	0.4
No. 50	300	0.0
Uniformity Coefficient		1.42
Effective Size		0.61

Kleen Industrial Services  
Job No. C-8765-14  
August 28, 2014

# KLEEN INDUSTRIAL SERVICES

## Silica Filter Media and Well Pack

**Wholesale Water Filtration Media and Well Pack Materials Supply  
A Division of CanAm Minerals Inc.**

### HEADQUARTERS:

**50 Oak Ct., Suite 210 Danville, CA 94526 (925) 831-9800 (800) 356-7323 FAX (925) 831-9183**

### WAREHOUSES:

**Tacoma, WA**  
1448 St. Paul Ave.  
Tacoma, WA 98421  
(253) 383-2168  
(800) 228-4786  
FAX (253) 383-2267

**Portland, OR**  
3747 North Suttle Rd.  
Portland, OR 97217  
(503) 228-3965  
(800) 634-8499  
FAX (503) 228-6807

**Hayward, CA**  
30028 Industrial Pkwy. S.W.  
Hayward, CA 94544  
(510) 471-2100  
(800) 227-1134  
FAX (510) 471-2447

**Chula Vista, CA**  
676 Moss St.  
Chula Vista, CA 91911  
(619) 427-4711  
FAX (619) 427-4733

### Material Safety Data Sheet

Complies with ANSI Z400.1 Draft Standard  
for the Preparation of Material Safety Data Sheets,  
Copyright 1991, Chemical Manufacturers Association

### U.S. Department of Labor

Complies with OSHA Hazard Communication  
Standard 29 CFR 1910.1200

## Section 1: CHEMICAL PRODUCT AND CHEMICAL IDENTIFICATION

Identity (as used on label and list):

**Kleen Industrial Services**

Synonym(s): Sand, Silica Sand, Quartz, Crystalline Silica, Foundry Sand, Engine Sand, Frac Sand, Filtration Sand, Bunker Sand, Turf Sand, Natural alluvial sand and gravel,  $\frac{3}{4}$ ,  $\frac{5}{8}$ ,  $\frac{1}{2}$ ,  $\frac{1}{4}$ , #4, #6, #12, #16, #20, #30, #60, #80, 4x50, Root Zone, Top Dressing, Bunker Sand, Play Sand, Masonry, Plaster Sand,  $\frac{1}{8}$ th washed, .45-.55, or blends.

Manufacturer's Name:  
Emergency Telephone:  
Information Telephone:

**CanAm Minerals dba Kleen Industrial Services  
(925) 831-9800  
(925) 831-9800**

Address:

**50 Oak Ct., Suite 210  
Danville, CA 94526**

Prepared by:

Fionn L. O'Neill, Director of Health & Safety  
7<sup>th</sup> November, 2011

Date Prepared:

Revised: November, 2011

## Section 2: COMPOSITION/INFORMATION ON INGREDIENTS

Contents: SILICA, CRYSTALLINE – QUARTZ CAS: 14808-60-7

Formula:  $\text{SiO}_2$

Chemical Family: Iron-Calcium-Silicate (complex silicate) with fused oxides of Si, Fe, Ca, Al, Mg.

Permissible Exposure Limits OSHA PEL: 30 mg/m<sup>3</sup> / (% silica + 2) (total)  
Total Nuisance Dust: 10 mg/m<sup>3</sup> / (% silica + 2) (respirable)  
Respirable Dust: 5 mg/m<sup>3</sup>  
ACGIH TLV: 0.025 mg/m<sup>3</sup> (respirable)

## Section 3 – HEALTH HAZARD AND FIRST AID INFORMATION

### Chronic Hazards:

**Primary Route of Exposure:** Inhalation

**Exposure Limits:** (Acceptable exposure levels for this product must be defined in the workplace due to the combination of silica and other constituents and condition of use.) Unless specified otherwise, limits are expressed as eight-hour Time-weighted averages (TWA). Limits for cristobalite and tridymite (other forms of crystalline silica) are equal to one-half of the limits for quartz.

**Particulates or Dust:** TLV - 10mg/m<sup>3</sup> (total particulate) or 3mg/m<sup>3</sup> (respirable particulate), not otherwise classified; OSHA PEL = 15 mg/m<sup>3</sup> (total particulate, not otherwise regulated). OSHA PEL = 5 mg/m<sup>3</sup> (respirable particulate, not otherwise regulated).

**Respirable Crystalline Silica (quartz):** TLV = 0.1 mg/m<sup>3</sup>; OSHA PEL = 10 mg/m<sup>3</sup> ÷ (%SiO<sub>2</sub> + 2); OSHA Proposed PEL 0.1 mg/m<sup>3</sup>

**Respirable Dust containing silica:** OSHA PEL = 10 mg/m<sup>3</sup> ÷ (%SiO<sub>2</sub> + 2)

**Total Dust containing silica:** OSHA PEL = 30 mg/m<sup>3</sup> ÷ (%SiO<sub>2</sub> + 2)

ACGIH and OSHA have determined that adverse effects are not likely to occur in the workplace provided exposure levels do not exceed the appropriate TLVs/PELs. However, because of the wide variation in individual susceptibility, lower exposure limits may be appropriate for some individuals, including persons with pre-existing medical conditions such as those described below.

**Abbreviations:** TLV = threshold limit value of the American Conference of Governmental Industrial Hygienists (ACGIH); OSHA PEL = permissible exposure limit of the Occupational Safety and Health Administration (OSHA); mg/m<sup>3</sup> = milligrams of substance per cubic meter of air.

### **SUBCHRONIC AND CHRONIC HEALTH EFFECTS:**

**Pulmonary Diseases:** Excessive exposure to particulates (dust) over an extended period of time may result in the development of silicosis and other pulmonary diseases.

**Carcinogenicity:** IARC has classified respirable crystalline silica (quartz) a known carcinogen in humans.

**California Proposition 65 Warning:** This product will expose you to respirable crystalline silica which is known in the State of California to cause cancer and to other substances which are known to the State of California to cause cancer, birth defects and other reproductive harm."

**See also:** American Society for testing and Materials (ASTM) Standard practice E1132-86, "Standard Practice for Health Requirements Relating to Occupational Exposure to Quartz Dust."

**Medical Conditions Aggravated by Exposure:** Excessive dust exposure may aggravate any existing respiratory disorders or diseases. Possible complications of allergies resulting in irritation to skin, eyes and respiratory passage may occur from excessive exposure to dusts.

#### **ACUTE HAZARDS:**

**Eye Contact:** Direct contact with dust may cause irritation by mechanical abrasion.

**Skin Contact:** Direct contact may cause irritation by mechanical abrasion.

**Skin Absorption:** Not expected to be a significant exposure route.

**Ingestion:** Expected to be practically non-toxic. Ingestion of large amounts may cause gastrointestinal irritation and blockage.

**Inhalation:** Dusts may irritate the nose, throat, and respiratory tract by mechanical abrasion. Coughing, sneezing, and shortness of breath may occur following exposures in excess of appropriate exposure limits. Use of natural sand and gravel for construction purposes is not believed to cause additional acute toxic effects. However, repeated overexposure to very high levels of respirable crystalline silica (quartz, cristobalite, tridymite) for periods as short as six months have caused acute silicosis. Acute silicosis is a rapidly progressive, incurable lung disease that is typically fatal. Symptoms include (but are not limited to); shortness of breath, cough, fever, weight loss, and chest pain.

#### **FIRST AID:**

**Eyes:** Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Beyond flushing, do no attempt to remove material from the eye(s). Contact a physician if irritation persists or later develops.

**Skin:** Wash with soap and water. Contact a physician if irritation persists or later develops.

**Ingestion:** If person is conscious, give large quantity of water and induce vomiting; however, never attempt to make an unconscious person drink or vomit. Get immediate medical attention.

**Inhalation:** Remove to fresh air. Dust in throat and nasal passages should clear spontaneously. Contact a physician if irritation persists or later develops.

## **SECTION 4 - PHYSICAL/CHEMICAL CHARACTERISTICS**

**Boiling Point:** NA

**Vapor Pressure (mm Hg):** NA

**Vapor Density (Air = 1):** NA

**Solubility in Water:** 0

**Specific Gravity (H<sub>2</sub>O = 1):** 2.6

**Melting Point:** NA

**Evaporation Rate:**

**(Butyl Acetate = 1)** NA

Appearance and Odor: Vitrified solid, essentially odorless, wide range of colors

## **SECTION 5 - FIRE AND EXPLOSION HAZARD DATA**

**Flash Point (Method Used):** NA

**Extinguishing Media:** NA

**Unusual Fire and Explosion Hazards:** None

**Flammable Limits:** NA LEL: NA UEL: NA

**Special Fire Fighting Procedures:** None

## SECTION 6 - REACTIVITY DATA

**Stability:**        **Unstable:**        **Stable:** X        **Conditions to Avoid:** None  
**Incompatibility (Materials to Avoid):** None known  
**Hazardous Decomposition or Byproducts:** None known  
**Hazardous Polymerization:**        **May Occur:**        **Will Not Occur:** X  
**Conditions to Avoid:** None

## SECTION 7 - PERSONAL PROTECTION AND CONTROL MEASURES

**RESPIRATORY PROTECTION:** To minimize exposure to dust and/or crystalline silica, NIOSH/MSHA approved respirators must be worn in accordance with a respiratory protection program which meets OSHA requirements as set forth at 29 CFR 1910.134 and ANSI Z88.2-1080 "Practices for Respiratory Protection."

**SKIN PROTECTION:** Use gloves and/or protective clothing if abrasion or allergic reactions are experienced.

**EYE PROTECTION:** Use safety glasses with side shields. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated.

**LOCAL EXHAUST:** When using this product, use sufficient local exhaust to reduce the level of respirable dust to the applicable standards set forth in Section III. See ACGIH "Industrial Ventilation, A Manual of Recommended Practice," latest edition.

**SAFETY MEASURES:** Wear hard hats and/or steel-toed safety shoes if bags may fall from an elevation or be dropped during handling.

**WORK/HYGIENIC PRACTICES:** Avoid creating and breathing dust.

**OTHER CONTROL MEASURES:** Respirable dust and quartz levels should be monitored regularly. Dust and quartz levels in excess of appropriate exposure limits should be reduced by feasible engineering controls, including (but not limited to) wet sanding, wet suppression, ventilation, and process enclosures. Respirators must be worn when such controls are not feasible or do not completely control dust generation.

## SECTION 8 - HANDLING AND STORAGE INFORMATION

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** Use adequate ventilation dustless vacuum or cleanup systems for handling, storage, and clean up so that airborne dust does not exceed the PEL. Use adequate ventilation and dust equipment. Practice good housekeeping. Do not permit dust to collect on walls, floors, sills, ledges, machinery, or equipment. Maintain, clean, and fit test respirators in accordance with OSHA regulations. Maintain and test ventilation and dust collection equipment. Wash or vacuum clothing which has become dusty. See also control measures in Section VII.

**WASTE DISPOSAL METHOD:** This material is classed as a non-hazardous solid waste for disposal.

**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:** None for normal handling and storage of intact bags. This product is not intended or designed for use as an abrasive-blasting medium or for foundry applications and should not be used for those purposes. Do not store near food and beverages or smoking materials.

**OTHER REGULATIONS:** Community Right-To-Know = this product is not subject to the reporting requirements of Title III of SARA, 1986, and 40 CFR 372.

### **TRANSPORTATION:**

**DOT Hazard Classification:** Not Regulated        **UN/NA Code:** None  
**Placard Required:** None.        **Labeling Requirement:** None.

## **SECTION 9 - OTHER INFORMATION**

**The information contained herein is believed to be accurate and reliable as of the date hereof. However, Kleen Industrial Services makes no representation, warranty or guarantee as to results or as to the information's accuracy, reliability or completeness. Kleen Industrial Services has no liability for any loss or damage that may result from use of the information. Each user is responsible to review this information, satisfy itself as to the information's suitability and completeness, and circulate the information to its employees, customers and other appropriate third parties.**

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

### REPLACEMENT OF MEDIA IN FILTER #3 NORTH BAY REGIONAL WATER TREATMENT PLANT

WHEREAS Prominent Systems, Inc.  
13095 E. Temple Ave., City of Industry, CA 91746  
*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Philadelphia Indemnity Insurance Company 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

Ten percent of the total amount of the bid

Dollars (\$ 10% ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.



IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 9, 2014

"Contractor"

Prominent Systems, Inc.

By: Account manager  
Title

By: JCM  
Title James C. Henry



(Seal)

"Surety"

Philadelphia Indemnity Insurance Company

By: Linda D. Coats  
Title Linda D. Coats, Attorney in Fact

By: \_\_\_\_\_  
Title

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

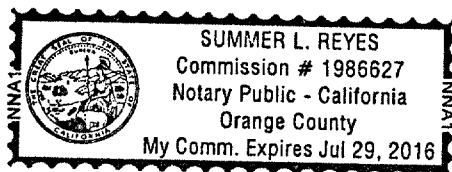
On October 9, 2014 before me, Summer L. Reyes, Notary Public  
(insert name and title of the officer)

personally appeared Linda D. Coats,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Summer L. Reyes*



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

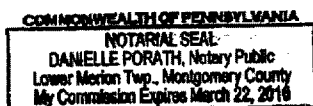
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9<sup>th</sup> day of October, 2014.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**NORTH BAY REGIONAL WATER TREATMENT PLANT  
REPLACEMENT OF MEDIA IN FILTER #3**

RECEIVED  
11:09am  
OCT 16 14  
JTM  
City of Fairfield  
PublicWorks

Addendum No. 1

October 9, 2014

This constitutes Addendum No. 1 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT REPLACEMENT OF MEDIA IN FILTER #3. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS**

**Instructions to Bidders (White Section):**

1. Please replace Page IB-3, Item No. 12 Insurance Requirements, sentence one with the following:

"Contractor shall provide proof of compliance with the insurance requirements specified in **Sections 8-1.07 through 8-1.08** of the General Provisions of the City of Fairfield Standard Specification and Details by furnishing concurrent with the execution of the contract: (1) a certificate of insurance providing that no cancelation, major change in coverage, expiration or nonrenewal shall be made during the term of this agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, change in coverage, expiration or nonrenewal; (2) a City standard endorsement form for insurance coverage (attached hereto), naming the City of Fairfield, its officers, employees, agents and volunteers as additional insureds.

**The limits of the insurance required for this project will be at least:**

<b>Comprehensive General Liability</b>	<b>\$3,000,000 each occurrence</b>
<b>Comprehensive Automobile Liability</b>	<b>\$1,000,000 each occurrence</b>
<b>Worker's Compensation</b>	<b>\$1,000,000 per claim"</b>

2. Please replace Page IB-4, Item No. 13 Execution of Contract with the following:

"The contract shall be signed by the successful bidder and returned, together with the contract bonds and certificate and City standard form endorsement of insurance, within **fifteen (15) working days**, after the bidder has received notice that the contract has been awarded by **City Council**. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds and certificate and endorsement of insurance as provided herein within **fifteen (15) working days**, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty."

3. Please add the following to Page IB-7:

"19. Bid Protests

Bid protests shall be submitted in writing on company letterhead within five (5) business days of the deadline for receipt of bids."

4. Please add the following to Page IB-7:

"20. Subcontractors

The bidder shall list all subcontractors, including name, address, subcontractor license number, and portion of the work to be performed, with their bid. The bidder shall submit the percentage of the total contract each subcontractor will perform either with the bid or within 24 hours of the deadline for receipt of bids."

Proposal (Blue Section):

5. Please replace Page P-5, paragraph one with the following:

"In accordance with **Section 8** of the General Provisions of the City of Fairfield **Standard Specifications and Details** for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof."

6. Please replace Page P-5, paragraph four with the following:

"The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids."

Articles of Agreement (White Section):

7. Please replace Page A-2, Article II. TIME OF COMPLETION, Part C with the following:

"Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" an amount equal to **Five Hundred Dollars (\$500)** for each day of delay in the completion of work."

8. Please replace Page A-2, Section III. CONTRACT SUM, Part B with the following:

"Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of **Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.**"

Technical Specifications (Goldenrod Section):

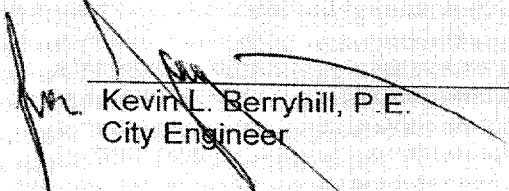
9. Please replace Page 01010-2 item No. 1.2 WORK COVERED BY CONTRACT DOCUMENTS, Part D with the following:

"The WORK is located at the North Bay Regional Water Treatment Plant, 5110 Water Works Lane, Fairfield, California, approximately **1.75** miles north of the intersection of Peabody Road and Airbase Parkway."

10. Please replace Page 11427-1 Part 1.3.C QUALITY CONTROL/QUALITY ASSURANCE with the following:

"Fulltime inspection during production by two representatives of the OWNER at the location of MANUFACTURER'S PLANT is required. CONTRACTOR will provide accommodations for the OWNERS REPRESENTATIVES during the course of production of the granular activated carbon. Fulltime inspection will apply regardless of plant location. Cost for inspection will be born by CONTRACTOR. Cost for OWNERS REPRESENTATIVES will include: travel, housing, per-diem, wages, profit and overhead expenses."

APPROVED:

  
Kevin L. Berryhill, P.E.  
City Engineer

ACKNOWLEDGEMENT:

  
Contractor

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**NORTH BAY REGIONAL WATER TREATMENT PLANT  
REPLACEMENT OF MEDIA IN FILTER #3**

**RECEIVED**

11:09 am  
OCT 14 14

City of Fairfield  
Public Works

Addendum No. 2

October 10, 2014

This constitutes Addendum No. 2 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT REPLACEMENT OF MEDIA IN FILTER #3. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS**


**Technical Specifications (Goldenrod Section):**

1. Please change Addendum No. 1, Item 10 with the following:


"Fulltime inspection during production by two representatives of the OWNER at the location of MANUFACTURER'S PLANT is required. CONTRACTOR will provide accommodations for the OWNERS REPRESENTATIVES during the course of production of the granular activated carbon. Fulltime inspection will apply regardless of plant location. Cost for inspection will be **borne** by CONTRACTOR. Cost for OWNERS REPRESENTATIVES will include **travel and per diem** expenses.

**The Per Diem Rate for this project will be \$225 per person per day."**

APPROVED:

  
Kevin L. Berryhill, P.E.  
City Engineer

ACKNOWLEDGEMENT:

  
Contractor

# Contractor's License Detail for License # 912647

**ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## **Business Information**

PROMINENT SYSTEMS INC  
13095 E TEMPLE AVE  
INDUSTRY, CA 91746  
Business Phone Number:(626) 858-1888

**Entity** Corporation  
**Issue Date** 03/19/2008  
**Expire Date** **03/31/2016**

## **License Status**

**This license is current and active.**

**All information below should be reviewed.**

## **Classifications**

A - GENERAL ENGINEERING CONTRACTOR

## **Bonding Information**

### **Contractor's Bond**

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

**Bond Number:** W150165384

**Bond Amount:** \$12,500

**Effective Date:** 10/19/2013

Contractor's Bond History

### **Bond of Qualifying Individual**

This license filed Bond of Qualifying Individual number **405966** for CHAN JOE YAT-HUNG in the amount of **\$12,500** with AMERICAN SAFETY CASUALTY INSURANCE COMPANY.

**Effective Date:** 10/19/2012

## **Workers' Compensation**

This license has workers compensation insurance with the HARTFORD CASUALTY INSURANCE COMPANY

**Policy Number:** 72WBCGE2752

**Effective Date:** 04/01/2014

**Expire Date:** 04/01/2015

Workers' Compensation History